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COLLECTIVE AGREEMENT

BY AND BETWEEN

THE CITY OF ABSECON

AND

POLICEMEN'S BENEVOLENT ASSOCIATION,  
MAINLAND LOCAL #77

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X January 1, 1990 through December 31, 1991

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TABLE OF CONTENTS

<u>TITLE</u>	<u>PAGE</u>
<u>ARTICLE 1</u>	
PURPOSE . . . . .	1
<u>ARTICLE 2</u>	
EMPLOYEE REPRESENTATIVE . . . . .	1
MAJORITY REPRESENTATIVE . . . . .	1
STEWARDS . . . . .	1
<u>ARTICLE 3</u>	
GRIEVANCE PROCEDURE . . . . .	1
DEFINITIONS . . . . .	1
PROCEDURE . . . . .	2
EXTENSIONS AND MODIFICATIONS . . . . .	3
<u>ARTICLE 4</u>	
NONDISCRIMINATION . . . . .	3
<u>ARTICLE 5</u>	
BULLETIN BOARD, DUES CHECK OFF . . . . .	3
<u>ARTICLE 6</u>	
MANAGEMENT RIGHTS . . . . .	3
<u>ARTICLE 7</u>	
POLICEMAN'S RIGHTS . . . . .	3
PBA AFFILIATION . . . . .	3
OTHER EMPLOYMENT . . . . .	4
REPORTS OR CHARGES AGAINST EMPLOYEES . . . . .	4
DEFENSE OF AN OFFICER . . . . .	4
<u>ARTICLE 8</u>	
HOLIDAYS . . . . .	5
<u>ARTICLE 9</u>	
VACATIONS . . . . .	5
ELIGIBILITY . . . . .	5
APPROVAL . . . . .	6

ARTICLE 10

LEAVES OF ABSENCE . . . . .	6
SICK LEAVE . . . . .	6
ACCUMULATION . . . . .	6
PAY UPON TERMINATION . . . . .	7
FUNERAL LEAVE . . . . .	7
INJURY LEAVE . . . . .	7
PBA LEAVE FOR MEETINGS . . . . .	7
EXTENDED LEAVES OF ABSENCE . . . . .	8
TRAINING AND EDUCATIONAL LEAVE . . . . .	8

ARTICLE 11

SALARY, LONGEVITY, OVERTIME . . . . .	8
SALARIES . . . . .	8
PREVIOUS SERVICE . . . . .	9
WORK WEEK . . . . .	9
OVERTIME . . . . .	9
STANDBY TIME . . . . .	10
COMPENSATORY TIME OFF . . . . .	10
LONGEVITY . . . . .	10
MINIMUM CALL OUT ALLOWANCE . . . . .	11
SPECIAL DETAILS . . . . .	11

ARTICLE 12

ACTING OFFICER . . . . .	11
--------------------------	----

ARTICLE 13

COLLEGE INCENTIVE ALLOWANCE . . . . .	11
COMPENSATION . . . . .	11
TUITION . . . . .	12

ARTICLE 14

HOSPITALIZATION AND INSURANCE . . . . .	12
NEW JERSEY BLUE SHIELD AND BLUE CROSS . . . . .	12
OTHER GROUP INSURANCE . . . . .	12

ARTICLE 15

CLOTHING ALLOWANCE . . . . .	13
UNIFORM MAINTENANCE . . . . .	13
UNIFORM PURCHASE . . . . .	13

ARTICLE 16

CONTINUATION OF BENEFITS NOT COVERED . . . . .	13
--	----

ARTICLE 17

SAVINGS CLAUSE . . . . .	13
--------------------------	----

ARTICLE 18

MISCELLANEOUS . . . . .	.13
PROBATIONARY PERIOD . . . . .	.13
APPROVING AUTHORITY . . . . .	.13

ARTICLE 19

STRIKES . . . . .	.13
-------------------	-----

ARTICLE 20

DUES DEDUCTION AND AGENCY SHOP . . . . .	.14
--	-----

ARTICLE 21

DURATION OF AGREEMENT . . . . .	.15
---------------------------------	-----

SIGNATURES AND ATTESTATIONS . . . . .	.16
---------------------------------------	-----

## AGREEMENT

AGREEMENT, DATED 1-1-, 1990, BY AND BETWEEN THE CITY OF ABSECON, A MUNICIPAL CORPORATION OF THE STATE OF NEW JERSEY, HEREINAFTER REFERRED TO AS THE "CITY" AND THE NEW JERSEY POLICEMAN'S BENEVOLENT ASSOCIATION, INC. THROUGH ITS DESIGNATED AFFILIATE, MAINLAND LOCAL NUMBER SEVENTY-SEVEN, HEREINAFTER REFERRED TO AS PBA 77.

### ARTICLE 1 - PURPOSE

This Agreement is entered into pursuant to the provisions of Chapter 303, Laws of 1968 (NJ Rev. Statute 34:13A-5 et seq.) of the State of New Jersey to promote and ensure harmonious relations; cooperation and understanding between the City and its employees, to provide for the resolution of legitimate grievances; to prescribe the rights and duties of the City and its employees, all in order that the public service shall be expedited and effectuated in the best interest of the citizens of the City of Absecon, New Jersey.

### ARTICLE 2 - EMPLOYEE REPRESENTATIVE

#### 2-1 MAJORITY REPRESENTATIVE:

The City recognizes the majority representative of PBA #77 as the exclusive negotiating agent for all regularly appointed, fulltime police officers within the City of Absecon Police Department, excluding the Chief of Police and Deputy Chief of Police, hereinafter referred to as the "employees". The City and employees agree that the majority representative of PBA 77 has the right to negotiate as to rates of pay, hours of work, fringe benefits, working conditions, safety or equipment, procedures for adjustment of disputes and grievances and all other related matters. The majority representative shall be appointed according to the procedure set forth in New Jersey Revised Statutes 31:13A-5.1 et seq. and shall have all the rights and privileges thereto.

#### 2-1 STEWARDS:

NO more than one representative of PBA 77 shall be permitted time off to attend negotiating sessions and meetings of the PBA 77. A seventy-two hour notice must be given to the shift commander prior to time off being granted, also, when time off is granted it shall be without pay, unless the meeting is joint between the PBA 77 and the City of Absecon and then time off shall be granted without loss of pay.

### ARTICLE 3 - GRIEVANCE PROCEDURE

#### 3-1 DEFINITIONS:

A grievance is any dispute between the parties concerning the application or interpretation of this Agreement or any complaint

by an employee as to any action or nonaction which violates any rights arising from his or their employment. No more than two Absecon City employees that are representatives of the PBA 77 shall be given time off with pay from their regular duties to attend grievance discussions between the PBA 77 and the City of Absecon. All grievances by an employee and the responses thereto by the City shall be in writing within ten (10) working days of its occurrence or the knowledge of its occurrence, and then submitted to the steward for processing. The processing of grievances shall take place without discrimination and irrespective of membership or affiliation of PBA 77.

3-2            PROCEDURE:

STEP 1 - The steward shall try to resolve the grievance in an informal manner through the chain of command. He shall start the grievance as high up in the chain of command as he deems necessary to resolve the grievance. This step should take no longer than five (5) working days.

STEP 2 - If the grievance is not satisfactorily adjusted under the provisions of Step 1 above, it shall be submitted in writing to PBA 77 who shall accept or reject said grievance within ten (10) working days of receipt.

STEP 3 - If PBA 77 accepts said grievance it should submit the grievance to the Chief of Police. The Chief of Police must recommend a decision in writing within five (5) working days of receipt of the grievance to the PBA 77.

STEP 4 - If the grievance is not satisfactorily adjusted under the provisions of Step 2 and Step 3 above, the PBA 77 may appeal the grievance by written notice, which notice shall set forth the union's position with respect to such grievance to the Mayor of the City of Absecon within five (5) working days after discussions have been concluded after Step 3 above. If the grievance is not satisfactorily settled at this step the Mayor shall submit to the PBA 77 in writing a final statement of his position. The case shall then be considered closed unless either party within fifteen (15) working days after conclusion of discussion at this step initiates impartial binding arbitration proceedings as set forth in Step 5 below.

STEP 5 - Any party initiating arbitration proceedings shall notify the Public Employees Relations Commission that they are entering into arbitration proceedings and that a list of arbitrators be supplied as requested. If the City and the PBA 77 cannot agree to a satisfactory arbitrator within ten (10) working days after receipt of the list, the Commission shall be requested to select an arbitrator. The arbitrator shall hear the matter on the evidence and within the meaning of the Agreement, he shall render an award in writing within ten (10) working days after the conclusion of the hearing and his decision shall be final and binding on all parties. Each of the parties hereto shall bear the compensation and expenses of the members appointed by it on its

compensation and expense of the arbitrator and any other expense of the Board of Arbitration shall be borne equally by the PBA 77 and the City of Absecon.

3-3 EXTENSIONS AND MODIFICATIONS:

Time extensions involving the grievance procedure may be mutually agreed to by the City and the Committee.

ARTICLE 4 - NONDISCRIMINATION

The City and the employees both recognize that there shall be no discrimination by reason of sex, creed, racial origin, with respect to employment, or opportunities for improvement of jobs, or as a condition of employment. The City further agrees that it will not interfere with or discriminate against an employee because of membership in, or legitimate activities on behalf of PBA 77, nor will the City encourage membership in any other membership or union or do anything to interfere with the representation by the majority representative of PBA 77 as the exclusive bargaining agent of employees.

ARTICLE 5 - BULLETIN BOARD, DUES CHECK OFF

The City shall permit the use of bulletin boards located in the police department headquarters by the PBA 77 for the posting of notices concerning PBA business and activities.

The City agrees in accordance with state statutes upon receipt of signed authorization cards from the employee, to deduct from the employees wages the amount of annual dues as prescribed by PBA 77, in equal installments biweekly and to forward said amount to the Treasurer of PBA 77 on the first of each month. This procedure is open to adjustment with the City Treasurer as to policy procedure.

ARTICLE 6 - MANAGEMENT RIGHTS

It is the right of the City to determine the standards of service to be offered by its employees; determine the standard for selection of employment; direct its employees; take disciplinary action; maintain the efficiency of its operation; determine the methods, means and personnel by which its operations are to be conducted; determine content of job classifications; schedule hours; take necessary actions to carry out its missions of emergency; exercise complete control and discretion over its organization and the technology of performing its work. Nothing in this Article shall alter or relieve the City of its obligations undertaken by this Agreement.

ARTICLE 7 - POLICEMAN'S RIGHTS

7-1 PBA AFFILIATION:

Pursuant to Chapter 303, Public Laws of 1968, the City agrees that

every policeman shall have the right freely to organize, join and support the PBA and its affiliates for the purposes of engaging in collective bargaining negotiations and other concerted activities for mutual aid and protection. As a body exercising governmental power under the laws of the State of New Jersey, the City undertakes and agrees that it shall not directly or indirectly discourage or deprive or coerce any policeman in the employment of any rights conferred by Chapter 303, or other laws of New Jersey or the Constitution of New Jersey and the United States; that it shall not discriminate against any policeman with respect to hours, wages or any other term or condition of employment by reason of his membership in the PBA or affiliates, or his participation in any of these activities, collective negotiations with the City, or his institution of any grievance, complaint or proceeding under this Agreement with respect to any terms or conditions of employment.

7-2 . OTHER EMPLOYMENT:

Members shall be entitled to engage in any lawful activity and obtain any lawful work while off duty, providing same does not conflict with his responsibilities as a police officer.

7-3 REPORTS OR CHARGES AGAINST EMPLOYEES: (DEPARTMENTALLY)

Employees shall be made aware of reports or charges against them. They shall not be compelled to make any verbal or written statement concerning the charges and they shall have the right to consult an attorney and/or the PBA at no expense to the City of Absecon. In addition, employees shall not be suspended nor suffer the loss of benefits until after a departmental hearing, unless, however, the superior officer in charge considers the suspension of an employee an immediate necessity for the safety of the public or the welfare of the Department. In cases where the employee is suspended prior to a departmental hearing the superior officer shall within twenty-four (24) hours submit a written report explaining such action to the Chief of Police and Mayor of the City of Absecon. A copy of the report shall be made available to the employee or employees involved upon request.

7-4 DEFENSE OF AN OFFICER:

When the defense of an officer is required due to circumstances arising out of the responsibilities as an employee, other than disciplinary actions initiated by the City of Absecon, the necessary defense shall be provided as specified in Title 40A:14-155 of the New Jersey State Statutes. In addition the City shall provide a list of at least ten (10) attorneys and the employee or group of employees shall be given the opportunity to select one (1) attorney for their defense. The attorneys on the list shall be competent in the area of suit so instituted. If the employee and the employer cannot agree on an attorney, the officer shall have the right to choose his own attorney at the rate of \$100.00 per hour. Any charges in excess of this rate shall be the responsibility of the officer(s) so charged.

## ARTICLE 8 - HOLIDAYS

All employees covered by this Agreement shall receive the following paid holidays:

New Year's Day	Thanksgiving Day
Labor day	Memorial Day
Martin Luther King Day	Independence Day
Columbus Day	Christmas Day
President's Day	Personal Holiday
Veteran's Day	Personal Holiday
Good Friday	Personal Holiday

In addition, any other day or half day given to other City employees.

Time off for holidays must be submitted to the sergeant of the shift for approval forty-eight (48) hours in advance of the day or days requested. If for some reason the request is not submitted forty-eight (48) hours in advance the sergeant may, at his discretion, grant the request. Employees may receive payment for holidays not taken during the calendar year because of departmental responsibilities. Payment shall be computed at the daily rate of pay applicable at the time the holiday was earned and paid prior to March 31 of the following year. Time off for holidays shall not be rescheduled because of sickness unless a superior is notified prior to midnight of when the time off is to begin. Time off for holidays may be approved in advance of when they are earned, however, if because of leaves of absence, suspension, termination of employment or any other reason it is known that the time off that has been taken will not be earned in the calendar year, reimbursement to the City must be made. Reimbursement will be computed at the daily rate the employee was paid during the time off. If by June of the following year all efforts to grant requested time off for holidays earned the previous years have been exhausted, payment shall be made for unused holidays. In addition, every effort by the sergeant must be made to satisfy the Department's needs in case of an emergency prior to calling the employee back to work from holiday time off.

## ARTICLE 9 - VACATIONS

### 9-1 ELIGIBILITY:

During the first calendar year of employment, employees shall accrue vacation days at the rate of one (1) day per month on the first day of each month. Said days may be used immediately.

At the completion of the first calendar year of employment, employees shall be eligible for fifteen (15) vacation days, beginning the second (2) calendar year of service.

Employees shall be eligible for eighteen (18) vacation days the calendar year in which five (5) years of service will be completed.

Employees shall be eligible for twenty-one (21) vacation days the calendar year in which ten (10) years of service will be completed.

Employees shall be eligible for twenty-four (24) vacation days the calendar year in which fifteen (15) years of service will be completed.

All officers holding the rank of Sergeant or Lieutenant shall receive an additional two (2) vacation days per year in addition to the vacation days accrued based on years of service.

For the purposes of this Agreement vacation days are defined as days given off with pay that are normally scheduled to work.

9-2 APPROVAL:

The Chief of Police shall determine when there is a conflict of vacation, giving priority to those employees with seniority. In addition, every effort by the Chief of Police must be made to satisfy the needs of the Department in cases of emergency prior to calling the employees back to work from vacation time off. Vacation request must be submitted to the Chief of Police for approval and may be taken any time during the year provided the Chief of Police has given prior approval.

ARTICLE 10 - LEAVES OF ABSENCE

10-1 SICK LEAVE:

Sick leave is defined to mean absence from employment because of accident, illness, or restricted from duty by a licensed physician. A certificate from the attending physician is required as proof of illness after three (3) consecutive days of sick leave. Employees shall be permitted sick leave to attend a sick member of their immediate family, however, the sick leave shall not be permitted to extend into the next tour of the scheduled shift.

10-2 ACCUMULATION:

Employees covered by this Agreement shall be granted sick leave as defined above with pay for one (1) working day for each month of service during the initial year of employment and shall receive fifteen (15) working days sick leave for each calendar year thereafter. If an employee requires none or only a portion of allowable sick leave for any calendar year the unused amount of sick leave shall accumulate from year to year and each employee shall be entitled to their accumulated sick leave with pay if and when required. In cases of severe hardship as determined by the Chief of Police and with approval of the Mayor, unearned sick leave may be granted. The City shall not require any of its employees covered by this Agreement, who may be disabled as a result of employment with the City to utilize accumulated sick leave.

10-3 PAY UPON TERMINATION:

Upon an employee's retirement, death or honorable termination of employment after 19 years of service, said employee shall be compensated for accumulated sick leave computed on a daily rate of pay for the year immediately preceding said termination and shall receive a full day's pay for each day of accumulated sick leave. Any employee separated from service for cause arising from any disciplinary action shall not be entitled to compensation for accumulated sick leave. It is further agreed that an employee after completing 19 years of service may use accumulated sick leave for the purpose of early retirement. At any time in the event of a permanent job-related disability, said employee shall either at the above points in time receive a full day's pay for each accumulated day of sick leave.

10-4 FUNERAL LEAVE:

Employees covered by this Agreement shall be entitled to a special leave of absence with pay up to a maximum of three (3) working days in case of death within the immediate family. The term immediate family shall include only, father, mother, stepparent, father/mother-in-law, grandparents, sister, brother, spouse, child or foster child of any employee and relatives residing in his household, or any other person residing in his household, but does not include persons residing on a rental basis. The Chief of Police shall be notified by the employee of the need of leave as soon as it is practical. Additional leave, if required because of extenuating circumstances, may be granted with pay by the Chief of Police with the approval of the Mayor.

10-5 INJURY LEAVE:

Injury leave shall be granted with full pay with employees temporarily disabled through injury or illness as a result of and in the course of their respective employment. Such leave for temporary disability shall be governed by the statutes of the State of New Jersey and particularly the workmen's compensation statutes under Chapter 15 of Title 34 of the Revised Statutes. Said injury leave shall extend for the time period as set forth in said statutes. Any amount of salary or wages paid or payable to employees because of leave granted pursuant to Article 10, 10-5 above shall be reduced by the amount of workmen's compensation award under Chapter 15, Title 34 of the Revised Statutes made for disability because of the same injury or illness requiring such leave. It is the intention of the City to supplement any temporary disability payment made under workmen's compensation to employees, so that said employee receives his full salary or wage, upon the cessation of payments or temporary disability of the carrier to the employee the City supplemental payments will also cease and the employee shall be expected to return to work.

10-6 PBA LEAVE FOR MEETING:

The obligated delegates of PBA 77 that are employed by the City, or their representatives, shall be granted time off with pay for

all regularly scheduled meetings of PBA 77 when such meetings take place at a time when employees involved are scheduled to work. No more than one (1) employee at a time will be given time off, and request for the time off must be submitted seventy-two (72) hours in advance. In case of emergency, it shall be determined by the Chief of Police.

10-7 EXTENDED LEAVES OF ABSENCE:

Leaves of absence without pay may be granted for a period up to but not exceeding six (6) months, however, there shall not be more than one employee on an extended leave of absence at the same time.

10-8 TRAINING AND EDUCATIONAL LEAVE:

For the purposes of improving professional qualifications, each employee covered by this Agreement shall receive specialized or advanced law enforcement-related training. Dates and titles of advanced training courses shall be posted as they become available. Employees shall be selected for advanced training courses as they are requested, giving preference to the most senior employee. However, the course selected by an employee must be one related to the area of work the employee is assigned. Employees shall be limited to no more than one training course assignment a calendar year unless otherwise approved by the Chief of Police and/or Mayor.

ARTICLE 11 - SALARY, LONGEVITY, OVERTIME

11-1 SALARIES FOR EMPLOYEES FOR THE YEARS 1990 AND 1991  
LISTED BELOW ARE PER ANNUM.

<u>GRADE</u>	<u>1/1/90</u>	<u>1/1/91</u>
LIEUTENANT	\$37,332.50	\$39,572.45
SERGEANT	\$35,896.63	\$38,050.43
DETECTIVE	\$34,515.99	\$36,586.95
PATROLMAN, BEGINNING 4TH YEAR	\$33,188.45	\$35,179.76
PATROLMAN, BEGINNING 3RD YEAR	\$30,308.28	\$32,126.78
PATROLMAN, BEGINNING 2ND YEAR	\$27,490.14	\$29,139.54
PATROLMAN, BEGINNING 1ST YEAR	\$23,018.34	\$24,399.44

The above figures represent a six percent (6%) salary increase across the board on all steps of the salary guide effective 1/1/90 and a six percent (6%) salary increase across the board on all steps of the salary guide effective 1/1/91. Salary increases shall be retroactive to 1/1/90.

11-1a The City agrees to maintain a 4% pay differential between the base salary of the ranks of Patrolman, Detective, Sergeant and Lieutenant. This differential is reflected in the above salary guide.

11-2 PREVIOUS SERVICE:

Credit of up to and including 36 months of previous service as a police officer shall be given to new hires that have successfully completed the required courses of study at an accredited police academy, documentation of previous service shall be determined by the Chief of Police.

11-3 WORK WEEK:

For the purpose of this Agreement the "work week" shall be defined as an average of 40 hour work week with three (3) permanent shifts in the patrol bureau. Each officer will work an average of four (4) days on and then two (2) days off. Each work day will be eight (8) hours long. In addition each officer must attend one training session of no more than eight (8) hours each month on his scheduled off duty time. It shall be further agreed upon that no personnel shall be reassigned from shift to shift within the patrol bureau unless agreed upon by all parties involved. The only exception to this shall be in the case of manpower shortage, in which case the reassignment will last only as long as the shortage is in effect. This paragraph shall not limit management's rights to reassign job functions.

11-4 OVERTIME:

For the purpose of this Agreement overtime shall be defined as all hours worked in excess of the average 40-hour work week to which the employee is assigned.

(A) Overtime shall be paid at the rate of one and one-half times the regular rate of pay.

(B) Overtime payments will not be made unless approved by the Chief of Police.

(C) Overtime shall be reported as follows:

1. Less than 1/4 of an hour no payment.

2. 1/4 hours or more shall be credited to the closest 1/2 hour. Payment will be made by multiplying the overtime reported by one and one-half the calculated hourly rate.

(D) The hourly rate shall be calculated by dividing the annual salary, including longevity but excluding college allowance by 2080 hours.

(E) Earned overtime payments shall be paid in the pay period following the pay period the overtime was earned unless otherwise requested by the employee in writing on a form provided by the City Clerk/Administrator. If overtime is received once yearly it shall be in a separate check from salary and included in the check for college credits if any.

(F) All employees covered by this Agreement are eligible for overtime payments.

(G) Employees scheduled to work, and working on any of the following holidays shall be paid one (1) hour overtime for every two (2) hours worked:

New Year's Day	Independence Day
Thanksgiving Day	Columbus Day
Christmas Day	Memorial Day
Veterans Day	President's Day
Labor Day	Good Friday
Martin Luther King Day	

11-5 STANDBY TIME:

Any employee placed on standby time will be given two (2) hours overtime. If this standby alert continues past eight (8) hours, then said employee will receive another two (2) hours overtime at the start of each eight (8) hour period if the standby continues past the original eight (8) hours. In the event standby is due to a court subpoena the Chief of Police shall be notified as soon as possible.

11-6 COMPENSATORY TIME OFF:

Compensatory time off may be given in lieu of overtime payments at the request of the employee and with the approval of the Chief of Police, provided, however, that the compensatory time off is requested prior to the pay period the overtime payments are to be made. Compensatory time off shall be based on time and a half.

11-7 LONGEVITY:

Each employee covered by this Agreement shall be paid in addition to and together with his/her annual base salary, additional compensation based upon the length of his/her service as fixed and determined according to the following schedule:

(A) Upon completing five (5) years of service, 3% of annual base salary.

(B) Upon completing ten (10) years of service, 4% of annual base salary.

(C) Upon completing fifteen (15) years of service, 5% of annual base salary.

(D) Upon completing twenty (20) years of service, 6% of annual base salary.

Longevity pay shall be applied on the basis of the employee's anniversary date of employment and shall commence at the adjusted rate of pay on the payday immediately following said anniversary date.

11-8 MINIMUM CALL OUT ALLOWANCE:

Employees that are called in to work while off duty and work, shall receive a minimum of three (3) hours pay. The City shall not require an employee to remain on duty beyond the time required to complete the assignment he was called in for.

11-9 SPECIAL DETAILS, SALARY AND COVERAGE:

Special details are defined as law enforcement-related duties specifically provided to a business, organization, corporation or group sanctioned by the Chief of Police and performed voluntarily by the employee(s) for a fixed hourly rate and paid for by the business, organization, corporation or group directly to the City.

The City agrees that apart from their specifically assigned duties, any special details performed by its employees will include the following:

- (1) Complete coverage under Article 10-5.
- (2) Complete coverage under Article 14.
- (3) Complete coverage under Article 7-2 and 7-4.
- (4) Collecting the employee's wages earned at the hourly rate mutually agreed upon.
- (5) Processing said wages and making payment to the employee the first available pay period following the duty performed.

11-9(a) It is in the intent of Article 11-9 that all employees who work extra details shall be a fully covered by the City as they would be working their regular duties for the City.

ARTICLE 12 - ACTING OFFICER

12-1 Any employee who shall have been appointed to act for a senior officer in the absence of such senior officer and who shall have performed the duties thereof, for a continuous period of thirty (30) days shall, thereafter, be entitled to compensation appropriate to such officer for time so held. This shall not apply for absences due to vacation, holidays or regular days off.

ARTICLE 13 - COLLEGE INCENTIVE ALLOWANCE

13-1 COMPENSATION:

A college incentive allowance shall be paid to employees that have accumulated academic credits from an institution of collegiate level. The credits accumulated must be acceptable towards an Associate or Bachelors or Masters degree in law enforcement and shall be paid in accordance with the schedule as follows:

<u>ACCUMULATED CREDITS</u>	<u>ANNUAL COMPENSATION</u>
15 Credits	\$ 175
32 Credits	\$ 350
64 Credits	\$ 900
96 Credits	\$1,000
Bachelors Degree	\$1,800
Masters Degree	\$2,500

Compensation shall be continued from year to year and shall be paid in a lump sum on the first payday in December. New hires will not receive college incentive allowances for accumulated credits until the employee has completed twelve (12) months of service in the City of Absecon. Payment is to be prorated and begin with the first full month after the twelve (12) months of service. The check for college credits will be added to the overtime payment and separated from salary as in Article 11-4.

#### 13-2 TUITION

The cost of tuition shall be paid by the City and the required books shall be provided for by the City's Police Library or, if necessary, purchased. All books provided by the City must be signed for by the employees and returned within sixty (60) days following the end of the semester. If the books are not returned with the time specified, the City shall be reimbursed the value of those books not returned. Employees must obtain a "C" grade or its equivalent, or better, in all college courses for which the tuition and book costs have been paid by the City. Failure to obtain such grade will require the employee to reimburse the City for any tuition and/or book costs paid by the City. If, because of injury or illness an employee is required to withdraw from a class or is not able to complete it, said employee shall not be required to reimburse the City for the costs of books and tuition.

#### ARTICLE 14 - HOSPITALIZATION AND INSURANCE

14-1 The City shall provide New Jersey Blue Cross/Blue Shield with Rider J or South Shore Health Plan, Inc. and Major Medical insurance for employees covered pursuant to this Agreement. The City shall also provide optical, dental and prescription coverage through the Retail Clerks Union Benefits Plan.

14-2 The City reserves the right for each benefit plan to substitute carriers, providers and/or policies as long as the coverage provided is comparable. The City shall, at least fifteen (15) days prior to the effective date of any change, provide a schedule of benefits to the union. The union shall have the right to file a grievance if it feels that the new benefit plan is not comparable.

14-3 The City shall continue to provide medical benefits, to the extent possible through the State Health Benefits Plan, to the spouse and dependent children of any police officer killed in the line of duty.

## ARTICLE 15 - CLOTHING ALLOWANCE

15-1 Each employee covered by this Agreement shall be paid a clothing allowance for the purchase, cleaning, and maintenance of his clothing, uniforms, and bullet proof vest in accordance with the rules, regulations and orders of the police department. Said allowance in the sum of \$1,000.00 annually will be paid the first regular work day in July. Employees not employed the full year will receive a prorated amount.

## ARTICLE 16 - CONTINUATION OF BENEFITS

### NOT COVERED BY THIS AGREEMENT

16-1 All practices and conditions not covered by this Agreement shall continue to be covered, controlled and interpreted by reference to the City Charter, Ordinances and Rules and Regulations of the Police Department and any past or present benefits or privileges which are enjoyed by the employees covered by this Agreement, that have not been included in this Contract, shall be continued.

## ARTICLE 17 - SAVINGS CLAUSE

17-1 In the event that any provision of this Agreement shall be finally determined to be in violation of any applicable state law, such determination shall not impair the validity or enforcement of the remaining provisions of this Agreement. In the event that any provision of this Agreement is contrary to an established City Ordinance, the provisions of this Agreement shall apply.

## ARTICLE 18 - MISCELLANEOUS

### 18-1 PROBATIONARY PERIOD:

Employees covered by this Agreement shall not be eligible for benefits as provided in Article 10, 10-7 and Article 13 until they have completed at least twelve (12) months of continuous service with the Absecon Police Department.

### 18-2 APPROVING AUTHORITY:

In the absence of the Mayor and/or Chief of Police a representative shall be appointed as the approving authority.

## ARTICLE 19 - STRIKES

19-1 PBA 77 and the employees assure and pledge to the City that their goals and purposes are such as to condone no strikes, work stoppages, sickouts, slowdowns or any other methods which would interfere with police service to the City and its citizens, or violates the laws of the State of New Jersey or the Constitution of the United States. The PBA 77 and employees will not support any member of this organization acting contrary to this provision.

## ARTICLE 20 - DUES AND DEDUCTION AND AGENCY SHOP

1. The City agrees to deduct from the salaries of its employees, subject to this Agreement, due for the Association. Such deductions shall be made in compliance with Chapter 123, Public Laws of 1974, N.J.S.A. (R.S.) 52:199 15.9E, as amended.

2. A check off shall commence for each employee who signs a properly dated authorization card, supplied by the Association and verified by the City Treasurer during the month following the filing of such card with the City.

3. If during the life of this Agreement there shall be any change in the rate of membership dues, the Association shall furnish the City written notice thirty (30) days prior to the effective date of such change and shall furnish to the City either new authorizations from its members showing the authorized deductions for each employee, or an official notification on the letterhead of the Association and signed by the president of the Association advising of such changed deduction.

4. The Association will provide the necessary "check off" authorization form and the Association will secure the signatures of its members on the forms and deliver the signed forms to the City Clerk.

5. Any such written authorization may be withdrawn at any time by the filing of notice of such withdrawal with the City Clerk. The filing of notice of such withdrawal shall be effective to halt deductions in accordance with N.J.S.A. 52:14-15.9E as amended.

6. The City agrees to deduct the fair share fee from earnings of those employees who elect not to become members of the Association and transmit the fee to the majority representative.

7. The deduction shall commence for each employee who elects not to become a member of the Association during the month following written notice from the Association of the amount of the fair share assessment. A copy of the written notice of the amount of the fair share assessment must also be furnished to the New Jersey Public Employment Relations Commission.

8. The fair share fee for services rendered shall be in an amount equal to the regular membership dues, initiation fees and assessments of the Association, less the costs of benefits financed through the dues and available only to members of the Association, but in no event shall the fee exceed eighty-five (85) percent of the regular membership dues, fees, and assessments.

9. The sum representing the fair share fee shall not reflect the cost of financial support of political causes for candidates, except to the extent that it is necessary for the Association to engage in lobbying activity designed to foster its policy goals in collective negotiations and contract

administration, and to secure for the employees it represents advances in wages, hours and other conditions of employment which ordinarily cannot be secured through collective negotiations with the City.

10. Prior to January 1st and July 31st of each year, the Association shall provide advanced written notice to the New Jersey Public Employment Relations Commission, the City and to all employees within the unit, the information necessary to compute the fair share of fee for services enumerated above.

11. The Association shall establish and maintain a procedure whereby any employee can challenge the assessment as computed by the Association. This appeal procedure shall in no way involve the City or require the City to take any action other than hold the fee in escrow pending resolution of the appeal.

12. The Association shall indemnify, defend, and save the City harmless against any and all claims, demands, suits or other forms of liability that shall arise out of or by reason of action taken by the City in reliance upon official notification on the letterhead of the Association and signed by the president of the Association, advising of such debt.

13. Membership in the Association is separate, apart and distinct from the assumption by one of the equal obligations to the extent they have received equal benefits. The Association is required under this Agreement to represent all of the employees and the bargaining unit fairly and equally, without regard to Association membership. The terms of this Agreement have been made for all employees in the bargaining unit, and not only for members in the Association and this Agreement has been executed by the City after it had satisfied itself that the Association is a proper majority representative.

#### ARTICLE 21 - DURATION OF THE AGREEMENT

This Agreement shall be in full force and effective from January 1, 1990 until midnight, December 31, 1991. The parties also agree that negotiations shall begin on or about August 15, 1991 for a successor Agreement and that the present Agreement shall remain in full force and effective until a successor Agreement is reached.

IN WITNESS WHEREOF, THE UNDERSIGNED HAVE AFFIXED THEIR SIGNATURES  
ON THE 22nd DAY OF February, 1991.

ATTEST:

BY Maria A. H.  
CITY CLERK

BY John C. Ellis  
MAYOR

BY Barry  
MAJORITY REPRESENTATIVE, NJ  
PBA LOCAL 77

BY Raymond J. DeSantis  
EXECUTIVE STATE DELEGATE  
NEW JERSEY STATE PBA

SIGNED, SEALED AND  
DELIVERED IN THE PRESENCE  
OF:  
Doris E. Pauchelle  
NOTARY PUBLIC  
COMMISSION EXPIRES 5-13-92

DORIS E. PAUCHELLE  
NOTARY PUBLIC OF NEW JERSEY  
My Commission Expires MAY 13, 1992